

ACTION BY: State Distributing Agencies
Regional Offices

Shipment and Receipt of Foods

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EXHIBIT

A	Definition of Transportation Terms
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I PURPOSE

This Instruction describes the operation of the Food Distribution Program and prescribes the forms, documentation, and procedures which relate to the shipment and receipt of donated foods.

II ABBREVIATIONS

AAR - Association of American Railroads
ASCS - Agricultural Stabilization and Conservation Service
CSFP - Commodity Supplemental Food Program
FDPIR - Food Distribution Program on Indian Reservations
FGMR - Fruit Growers Mechanical Reefer
FNS - Food and Nutrition Service
KC - Kansas City
KCCO - Kansas City Commodity Office
N/D - Notice to Deliver
USDA - United States Department of Agriculture

III FORMS

FNS-7, Destination Data for Delivery of Donated Foods
FNS-52, Food Requisition
FNS-53, Multi-Food Requisition
FNS-57, Report of Shipment Received Over, Short and/or Damaged
ASCS-21, Public Voucher - Commodity Programs
KC-269, Notice to Deliver and Vendor or Processor Invoice
KC-269A, Forwarding Notice and Distributing Agency Consignee
Receipt
PPCR-71, Multi-Food Consignee Receipt

IV RESPONSIBILITIES

State Distributing Agencies and FNS Regional Offices are responsible for carrying out the actions, as applicable, contained herein. All facilities receiving USDA commodities will be treated equally and be governed by this Instruction.

V DOCUMENTATION AND FORMS USAGE

A Commercial Bills of Lading. All shipments will be made on commercial bills of lading.

B Notice of Shipment. The official identified by the State Agency on Form FNS-7, will be furnished advance notice of shipments by vendors, processors, or warehousemen. The method of notification will be by facsimile or telephone with written confirmation. For split shipments, only one notification will be made unless the shipment is split between State Distributing Agencies.

following: 1 The contents of the notification will be the

- a Date of Shipment.
- b Shipping Point and Shipper's name.
- c Mode of Transportation.
- d Car or Trailer Initials and Number.
- e Commodity.
- f Delivery Order Number.
- g Quantity and Weight Shipped written in cases, cartons, bales or bags to avoid conversion errors.
- h Delivering Carrier.
- i Destinations.
- j Notice to Deliver Number.

2 Facsimile may be a copy of the Notice to Deliver, KC-269, with date of shipment, car or trailer number, and quantity and weight shipped noted.

3 Reporting Failures: State Distributing Agencies shall promptly report to the Regional office instances where notices of shipment are not received, are late, incomplete, or incorrect. The Regional Offices in turn will promptly notify KCCO of all problems so that corrective action can be taken with vendors, processors, and/or warehouses.

C Form FNS-7. This form is used to supply information about destination receiving points used by State Distributing (VC) Agencies for the receipt and distribution of donated foods and other information needed for managerial purposes.

D Form ASCS-21. This form is used by State Distributing Agencies to make claims for reimbursement for expenses incurred in the salvage and disposal of foods which are received in damaged condition and for claims for transportation, detention, storage, and handling costs of foods re-donated at the request of the Department.

E Form FNS-52. This form is used by State Distributing Agencies to request foods from, and furnish shipping instructions to, the Department. Food Requisitions may include one or more delivery orders. Instructions for preparation and distribution are printed on the reverse side of the form.

F Form FNS-53. This form is used by State Distributing Agencies and Indian Tribal Organizations to request multi-food shipments from USDA leased storage facilities and to furnish shipping instructions to the Department. Food Requisitions can include one or more delivery orders. Instructions for preparation and distribution are printed on the reverse side of the form.

G Form FNS-57. This report is prepared whenever a shipment is received over, short and/or damaged. Instructions for preparation and distribution are printed on the reverse side of the form.

H Form KC-269. The "Consignee Receipt for Non-Common Carrier Moves" in the Notice to Deliver portion of Form KC-269 shall be executed when delivery is made by the following means:

- 1 Contractor's truck.
- 2 Truck under contract with the contractor.
- 3 In storage (Transfer of Title).
- 4 Local pick up.

It shall be completed immediately for return to the vendor. Appropriate copies will be provided by drivers or warehousemen at the time delivery is made.

I Form KC-269A.

1 The Forwarding Notice provides advance notice of quantities ordered for shipment by the KCCO for the order(s) shown. The notice usually includes mode of transportation.

2 The Distributing Agency Consignee Receipt (on back of form) is the receipt for foods delivered. Receipting for Consignee I and Consignee II, as indicated in the Forwarding Notice, shall be made in the sections provided for Consignee I and Consignee II. Information to be shown is indicated below:

a Quantity Received in Good Condition. Record the quantity received in usable condition (The same figure as shown on Form FNS-57 in Item 12B and/or Item 19B).

b Quantity Over. Record the quantity received that is over the quantity which the shipper has indicated as being shipped (The same figure as shown on Form FNS-57 in Item 12 C).

c Quantity Short. Record the quantity received that is less than the quantity which the shipper has indicated as being shipped (The same figure as shown on Form FNS-57 Item 12D).

d Quantity Damaged. Record the quantity which is damaged (The same figure as shown on Form FNS57 Item 19D).

e Signature. The person who signs should be the person shown as the consignee or "care of" party on Form FNS-7 for the destination receiving point.

f Date Received. Record the date on which the shipment or delivery was accepted from the carrier or vendor (not the date the form is signed).

g Notified. Check space provided (Yes or No)

if you were notified of shipment by carrier.

- h Seal Numbers. If seals were used, record the serial numbers of car/truck door seals and their condition. Intermediate consignees for split shipments shall also record the outbound seal numbers. Always record inbound seals on all doors. Identify "inner and outer", if applicable. If no seals, notate on Form FNS-57, Item 15A.

3 The Warehouse or Consignee Receipt (see back of form) and the Report of Cargo Over Short, and/or Damaged (see back side of form) are not to be used by the consignee or State Agency.

4 Two copies for each order shown in the Forwarding Notice will be sent to the State Distributing Agency at the same time the N/D is sent to the shipper. The forms will be accompanied by a Postage and Fees Paid envelope preaddressed to the KCCO. When a shipment is received, the appropriate section in the Distributing Agency Consignee Receipt is to be executed, and a copy returned within 14 days to the KCCO accompanied, when needed, by the Form FNS-57 and other supporting documentation. A copy of this form will not be furnished to the FNS Regional Office.

J Form PPCR-71. This form eliminates paperwork relative to shipments of mixed foods to FDPIR and CSFP, also for use in the food emergency feeding operations, such as disasters, and for the transferring of small quantities of diverse foods re-donated for use by another Distributing Agency. It lists the names of foods and quantities requested for shipment under the designated consolidation number. Receipting will be made on the Form PPCR71. After receipting for the shipment, the consignee is to return the signed Form PPCR71 to the KCCO. Any overage, shortage, or damage is to be reported in the usual manner on Form FNS-57.

As long as the Form FNS-57 accounts for all differences in quantities and explains the damage, a single Form FNS-57 may be used per multi-commodity N/D.

VI RECEIPT OF FOODS DELIVERED BY RAIL, TRUCK, OR PIGGYBACK

Title passes to the State Distributing Agencies at the time the products are unloaded from the railcar, truck, or piggyback trailers by the consignee.

Occasionally, some shortage or damage occurs. Claims then arise against a carrier or shipper (or both) for the monetary loss sustained. The Department must determine liability, establish, and pursue such claims. Therefore, it is important that the consignees carefully check each shipment to assure that complete delivery is made, that it is in good condition, and that any

(VI)

overage, shortage, or damage is properly reported and documented. Failure to do so may result in a consignee being held liable for out-of-condition commodities, even though the damage may have occurred during shipment.

A **General Requirements.** Each shipment received is to be carefully examined as soon as possible after placement for unloading to ascertain its count and condition, and the following actions taken:

- 1 A record shall be made of the following at both stop-off and final destinations:
 - a Railcar, truck trailer, container, or piggyback trailer initials and number.
 - b Condition and serial numbers of the seal(s) on the door(s) of the car, truck, container, or piggyback trailer before the car, truck, container, or piggyback trailer is opened.
 - c Where the shipment was unloaded.
 - d Protection given the car, truck, container, or piggyback trailer during unloading.
 - e Temperature of temperature controlled car, trailer, container, or piggyback trailer.
- 2 Each shipment shall be carefully examined before unloading begins to determine whether there is any obvious overage, shortage, or damage. If there is, it shall be reported to the agent of the delivering carrier before the entire shipment is unloaded. See subparagraph 4, below, for special instructions on notification of losses on piggyback shipments.
- 3 A careful count and record of the shipment, whether unitized or not, shall be made as it is unloaded. Overages, shortages, and/or damages discovered as unloading progresses shall be reported to the agent of the delivering carrier before the delivery vehicle is released.
- 4 Consignees are to notify the carrier's agent immediately by telephone, or in person, upon discovery of an overage, shortage, and/or damage followed up by notification in writing. The carrier's agent could be the truck driver, or the railroad or piggyback company. Make a record of the name and location of the person notified along with the time and date. Also record the name of the person making the notification. A copy of the notification is to be forwarded to the KCCO with the Form FNS-57. When a truck shipment is involved, have the driver sign the FNS-57, if possible. Obtain a copy of the carrier's inspection report if one is issued. When a piggyback shipment is involved, consignees are required to notify the piggyback company, not the local drayage company, of any loss or damage immediately upon unloading a piggy back container. This number can be obtained from the N/D. The carrier's agent in every transportation mode is obligated to make an inspection as soon as practicable, but in any event within 48 hours after such notice. If not inspected by the carrier's agent, the consignee's inspection shall be considered valid. Unloading is not to be stopped while waiting for inspection whenever practical.

Receiving (unloading) documents should be promptly sent to the KCCO because of the increasing emphasis on automation and the deregulation of the transportation industry which

may affect the time limitation for filing of claims. Documents should be forwarded within 14 days.

- 5 If the carrier's agent waives or fails to make an inspection, the consignee's inspection shall be accepted as the carrier's inspection. Failure of the consignee to properly notify the carrier's agent of an overage, shortage, and/or damage is regarded as indicating the shipment was received complete and in good condition.
- 6 A shipment which contains damaged food, unless the damage affects all or a major portion of it, **MUST** be accepted by the consignee. The Regional Office should be contacted to determine "major portion" if any questions arise. The Regional Office, in turn, should contact either the Domestic Programs Division, or Dairy Division, KCCO,~ if any questions arise.

a Damaged cargo which is still useable for human consumption shall be salvaged and accepted for program use. It is important that usable foods bearing USDA labels do not get into commercial channels since their appearance for sale causes questions as to the propriety of their being sold, and many times results in expensive investigations. Consignees are responsible for segregating damaged commodities and recouping undamaged units which means that, if units from a case are damaged, consignees must remove the undamaged units and dispose of the damaged units by some acceptable method. An acceptable method is one consistent with industry practice, and in accordance with all Federal, State, and local laws and regulations including the regulations of the Federal Food, Drug, and Cosmetic Act.

Consignees cannot rely on delivering carriers to salvage damaged goods or dispose of food that is determined to be unfit for human consumption. However, carriers must be given the option to salvage or dispose of damaged commodities upon demand. The consignee should obtain and retain a salvage receipt as proof that the salvage was turned over to the carrier where applicable. Consignees must continue to report any damage to the carrier as they do now. The consignee's receipt must be properly completed showing the total number of damaged units received less the recovered units and the net loss. Handling damaged commodities in this manner will result in fewer communications between consignees, USDA, and carriers and should result in a faster settlement of claims. This method of handling damaged commodities will also make more products available for program use, and those units that are actually damaged and unusable can be disposed of by the consignee in the best manner available. The disposition of the damaged commodities must be made in accordance with all Federal, State, and local laws and regulations including, the regulations of the Federal Food, Drug, and Cosmetic Act.

The fact that goods are damaged during transportation does not of itself justify a consignee's refusal to accept the damaged goods. Whenever practical the product should be accepted and all the necessary steps taken to mitigate damage.

B When foods are destroyed, the consignee must furnish the KCCO with a receipt which shows the amount of food that was destroyed. Consignees shall also furnish a certificate of condemnation furnished by the appropriate agency, showing that the food was unfit for human consumption. If inspection is made by the consignee, then a document to that effect

should be furnished to the appropriate agency explaining why the food was unfit for human consumption.

- 7 When a decision is made to reject a shipment because all or a major portion of it is off-grade, out-of-condition, or damaged, all facts that contributed to the decision to reject the shipment shall be reported to the Regional Office by telephone. The determination and action necessary to reject the shipment to the delivering carrier will be made by the KCCO. (See section VIII, below.)

- 8 Split Shipments.

A The loading authority should be required to properly brace shipments in accordance with the destination information supplied to them so that there is not a need to repair, level off or install new bracing between multiple receiving points. However, if a split shipment is not properly braced upon delivery to a stop-off point, the intermediate consignee(s) shall repair the bracing or level off the load.

B Doorway protection must be provided at the Stop off point when there is a possibility of commodity falling, shifting, or rolling out the doorway. Check the appropriate AAR pamphlet or check with the railroad agent.

C If a split shipment is made in a temperature controlled car, the stop-off consignee(s) shall make sure that the refrigeration remains turned on during unloading and is on before the car proceeds to the next destination. Temperature at time of arrival and departure should be recorded.

D Place and record seals on the outbound shipment from the stop off point. Stop-off consignee is responsible for resealing the car, truck, container, or piggyback trailer.

- 9 Additional cost or time for unloading damaged, shifted, or jumbled products should be documented in consignee's records.
- 10 State Distributing Agencies are to consult with the Regional Office when guidance in any given case is needed or if a USDA inspection of the food is indicated.
- 11 When unloading railcars, trucks, or piggyback trailers, consignees should completely unload all damaged products, dunnage, debris, and other foreign matter connected with the inbound movement. Railcars, trucks, and piggyback trailers should be ready for use by another shipper without further unloading. Cost of cleaning is to be borne by the consignee as a normal expense to be expected in the conduct of business. Cars, trucks, or piggyback trailers

are to be unloaded and cleaned within the allowable free time so their release can be obtained before they are placed on demurrage or detention charges.

- B Receipting for Shipments. For forms used in receipting for deliveries see section V H, I, and J, above. All receipts are to be promptly executed. (See paragraph A 4, above, regarding prompt execution and forwarding of receiving documents.) Also see "Guidelines for the Receipting for Donated Foods" printed by the KCCO. On truck shipments, do not sign or initial a receipt (e.g., Bill of Lading, delivery receipt, or receiving document) for the product delivered before it has been determined whether there is damage and/or whether a shortage/overage exists on the shipment.

It is imperative that any damage and/or shortage/overage received in a particular truck be noted on the driver's delivery receipt prior to the time that the consignee signs such delivery receipt. The subsequent completion of Form FNS-57 will not nullify a previously signed clear delivery receipt. If the consignee signs a clear delivery receipt for the driver and subsequently reports shortage or damage on a Form FNS-57, the signed delivery receipt will prevail and that loss cannot be pursued against the carrier. Request that the driver acknowledge any loss by signing and dating Item 28, Form FNS-57. If the driver refuses to sign, that should also be noted.

When accepting a piggyback trailer for unloading later, the consignee should not acknowledge condition of contents. Receipt should be for trailer only. The condition of trailer and seals should be documented.

VII DELIVERY VIA VENDOR'S TRUCK, LOCAL PICKUP, OR TRANSFER OF TITLE

Foods are sometimes delivered by vendor's trucks or are accepted at vendor's or Government storage locations. Only foods in good condition shall be accepted. When delivery is by vendor's truck, and if agreeable to both consignee and vendor, damaged foods may be left in the delivering truck at consignee's option for return to the vendor.

- A Unacceptable Foods. When a decision is made to refuse a consignment of food because all or a major portion of it is off-grade, out-of-condition, or damaged, all facts contributing to the decision not to accept shall be reported to the Regional Office by telephone. The determination and action to reject the food will be made by the KCCO which arranged for the consignment. (See section VIII, below.)
- B Need for Assistance. State Distributing Agencies are to consult with the Regional Office when guidance in any given case is needed, or if a USDA inspection of the food is indicated. (See section VIII, below.)
- C Receipt Forms. For forms used in receipting for deliveries, see section V H and I, above. All receipts are to be promptly executed.

VIII OFF-GRADE, OUT-OF-CONDITION, OR DAMAGED SHIPMENTS

When a shipment is delivered and all or a major portion of it is apparently off-grade, out-of-condition, or damaged, it shall not be accepted until the facts pertinent to the arrival condition are reported to the Regional Office and disposition instructions are received.

- A Inspection. When an initial examination of a shipment indicates that all or a major portion of it is off-grade, out-of-condition, or damaged, the consignee shall obtain an inspection by a qualified person, as determined by the Regional Office. If the findings of the inspection confirm those of the initial examination, the shipment shall be held and full details immediately reported by telephone to the Regional Office.

- B Report. The report furnished on a shipment refused because it is off-grade, out-of-condition, or damaged shall include, as a minimum, the following information.
- 1 Delivery Order number, contract number, and the N\D number.
 - 2 Railcar number and initial, piggyback trailer number or truck/trailer identification.
 - 3 Name of shipper, origin, and date of shipment.
 - 4 Quantity and description of food in the shipment.
 - 5 Date and time shipment received.
 - 6 Specifically, the problem and the quantity affected.
 - 7 Current status (unloaded, trailer left warehouse, etc.).
 - 8 Cause of condition, only if such cause is obvious (i.e., wrecked container, fire, temperature unit not operating).
 - 9 Protective services provided.
 - 10 Name, title, and phone number of person who made inspection. Note if an inspection report was prepared. If so, forward a copy with the report.
 - 11 A record of the name and location of the carrier's agent who was notified along with the agent's response, including the time, and date. The name of the person making the notification should also be included.
 - 12 Specific location within the transportation conveyance.
 - 13 Person and phone number to contact regarding shipment.
 - 14 For perishable foods, the information required in Item 26 of the Form FNS-57.

IX PREPARATION OF FORM 57

Form FNS-57 shall be prepared whenever a shipment is received over, short, and/or damaged, as described in section V I and J, above. Consignees or their representatives on the scene when shipments are received shall promptly and properly prepare Form FNS-57. It is important that the information reported be as accurate as possible since the Department must accurately establish and fairly adjudicate claims for all reported shortages and damage in shipments of donated foods.

In this respect, do not guess or report your opinion of a situation, such as the cause of the damage, since carriers consistently decline claims on the basis of the statements shown on the FNS-57.

Forth FNS-57 and all supporting documents shall be submitted expeditiously due to time requirements on claims actions. Instructions for preparation and distribution are printed on the reverse side of the form.

X REPORTING OVERAGES, SHORTAGES, AND DAMAGE IN SPLIT SHIPMENTS

Any consignee claiming an overage, shortage, or damage in a shipment is required to execute a Form FNS-57. Unloading documentation should be made and seal records recorded by all stop-off consignees at all times, because damage or shortage cannot be determined from outside the vehicle, and this documentation is required if a shortage is reported at any point of delivery to support the Department's claim for the loss.

When shortages in split shipments to the same State Distributing Agency are reported at final destination only, the State Distributing Agency shall obtain from the stop-off consignees the following:

- A Quantity. Unloading documentation or a statement supporting the quantity reported unloaded.
- B Seals. Complete inbound and outbound seal numbers, if not shown in the Distributing Agency Consignee Receipt section of the Forwarding Notice, Form KC-269A. (See section V I 2, above, regarding the recording of seal information.)
- C Location. Where unloading was performed.
- D Protection and Supervision. Protection and supervision given the railcar, truck trailer, container, or piggyback trailer during unloading.

This information is to accompany the Form FNS-57 which is sent to the KCCO. Copies of these documents should be retained in consignee files.

When shortages in split shipments, involving different State Distributing Agencies, are reported at final destination only, as reflected by the documents submitted to the KCCO, the Regional Office shall obtain this same information from the State Distributing Agency handling the stop-off point(s) and furnish it to the KCCO.

Form FNS-57 and all supporting documentation shall be submitted expeditiously due to time requirements on claim actions.

XI REIMBURSEMENT FOR EXPENSES IN SALVAGING DAMAGED FOODS OR UNUSUAL UNLOADING EXPENSE

State Distributing Agencies will be reimbursed for out-of-pocket expenses, if any, which they may incur in the salvage of donated foods or unusual unloading expense. If a State Distributing Agency is not prepared to make payment and claim reimbursement from the Department, the party which performed the services may claim reimbursement from the Department through the State Distributing Agency, costs incurred to salvage damaged commodities will be charged back to the responsible party by separate invoices or by inclusion in a claim.

The consignee may be reimbursed for out-of-pocket expenses, if any, which they incur in the handling of product that arrives shifted or jumbled in the load. Additional cost and/or time for unloading damaged, shifted, or jumbled products should be documented in consignee's records.

- A Out-of-Pocket Expenses. Out-of-pocket expense refers to the costs which the consignee bears that are over and above their usual costs. Labor required in the normal course of unloading, repair of bracing or leveling off cargo by any intermediate consignee, or unloading damage, debris, and other foreign matter connected with the inbound movement shall not be considered out-of-pocket expense. Acceptable items for reimbursement are those such as charges assessed by a warehouse which are in addition to normal storage and handling charges, labor costs incurred specifically for the purpose of reworking and re-packing damaged foods, cost of containers for re-packing damaged foods, hauling

costs incurred in the disposal of unsalvageable goods and labor for palletizing shipments that were contracted to be palletized.

B Claims for Reimbursement. Bills for expenses shall be submitted to the Regional Office on Form ASCS-21.

C Preparation of Form ASCS-21.

- 1 VOUCHER PREPARED AT. Enter the city and state in which the voucher is prepared.
- 2 Date. Enter the date on which the voucher is prepared.
- 3 UNITED STATES. DR.. TO (Payee). Enter the name of the agency, person, or firm to whom the payment is to be made. This may be the party actually performing the work (e.g., person, firm, or the State Distributing Agency).
- 4 Payee's Address. Self-explanatory.
- 5 Address to Which Check Shall be Mailed. If check is to be mailed to the address shown in "Payee's Address" space, enter "Same".
- 6 Date of Delivery or Service. Self-explanatory.
- 7 Program and Commodity. Enter name of FNS program and the commodity for which the shipment was made.
- 8 Contract No. Enter contract number of shipment.
- 9 Delivery Order No. and N/D. Enter the number of the order and the N/D number for which the shipment was made.
- 10 Description of Transaction. List the specific types of services provided for which reimbursement is claimed. When these services are itemized on an attached invoice, enter "See attached invoice."
- 11 Quantity. Enter the number of units which are applicable to the services listed (e.g., hours of labor, quantity of containers).
- 12 Unit. Enter the description of the units applicable to the quantities shown (e.g., hours of labors, cases 6/10's) .
- 13 Amount Claimed Per Unit. Enter the cost per unit applicable to the quantities shown (e.g., \$0.35, \$2.25).
- 14 Amount Claimed. Enter the results of multiplying the quantity of each unit by the costs per unit. This cost could be the cost of the commodity, the cost of labor, cost of re-packing, or any other incidental cost incurred.
- 15 Total. Enter the total of the amount(s) claimed above.
- 16 Shipping Point. Enter origin of shipment.

- 17 Destination. Enter destination of shipment.
- 18 Weight of Shipment. Enter total weight of shipment.
- 19 Truck License No or gar No Enter the number of the truck, trailer identification, piggyback trailer number or railcar.
- 20 Government Bill of Lading No. Enter, if known.
- 21 Payee's Certification.
- a Date. Enter the date on which the voucher is signed.
- b Payee. If the payee is an individual, he/she shall sign here. If the payee is an agency or firm, its name shall be shown here.
- c By and title. If the payee is an agency or firm, the authorized representative shall sign here and indicate his/her title in the spaces provided.

D Distribution of Form ASCS-21. The original and two copies of the completed form, and attachments, if applicable, shall be sent to the Regional Office. The Regional Administrator or designee shall indicate approval for payment by executing the "Certificate of Authorized Representative of U.S. Department of Agriculture." If the amount claimed is due to recovering costs, the original and first copy are to be forwarded by the Regional Office to the KCCO, Post Contract Administration Division. If reimbursable detention, forward to the Traffic Management Division. It is important that this form be forwarded promptly to enable the KCCO to recover the costs from the liable party.

XII UNLOADING RESPONSIBILITIES, INCLUDING DEMURRAGE AND DETENTION CHARGES FOR ALL RAIL DELIVERIES

- A Unloading Responsibilities. Consignees are responsible to completely unload railcars. Dunnage must be removed and disposed of by the consignee.
- B Free Time for Unloading. Every attempt should be made by the consignee/receiver to unload rail equipment as quickly as possible. If rail equipment is detained at stop-off or final destination, there is a charge for all time in excess of the free time allowed as follows:
- 1 At stop-off station. The free time for unloading rail equipment at an intermediate stopover point varies between 24 and 48 hours, depending on the type of railcar used.
- 2 At destination. The free time for unloading rail equipment at destination varies between 24 and 72 hours, depending on the type of railcar used. This free time is set by the carrier.
- C Charges. All charges for detaining cars beyond the allowable free time, including mechanical detention or demurrage, are for the account of the consignee.

- D Computation of Free Time for Unloading. Time will be computed from first 7:00 a.m. after actual placement or constructive placement of the car. Generally, if a car is placed after 7:00 a.m. on Friday, computation of free time does not start on Saturday, Sunday, or legal holidays. An exception to this rule is shipments received in cars with identification code initials FGMR. FGMR is one of the two sets of initials assigned to the Fruit Growers Express Company, a railroad car supply company. Free time on cars identified with the initials FGMR begins at placement regardless of the day.
- E Demurrage and Detention Charges After the free time period for unloading is over, demurrage charges are assessed for all cars at a rate for each day, or portion of a day. Detention charges are usually assessed for mechanically refrigerated cars at a rate for each 12-hour period. After demurrage and detention charges start, Saturdays, Sundays and holidays are chargeable.
- F Charges for the Account of the Consignees. The consignee will be liable for demurrage and detention charges incurred after the free time provided has elapsed.

Charges for special services, such as switching or reconsignment, not provided in the shipping instructions or approved by the KCCO, will be for the account of the party requesting these services.

- G Records. It is important that consignees maintain complete and accurate records on each rail shipment, including the following information:
- 1 N/D number, Contract number, Delivery Order number.
 - 2 Name of Carrier.
 - 3 Railcar initial and number.
 - 4 Date and time carrier notified the arrival of car.
 - 5 Date and time car was placed for unloading.
 - 6 Date and time car was released.
 - 7 Date and time car was removed from siding.
 - 8 Record the seal number(s) and condition of seal(s). If no seal(s), then notate on record.

XIII UNLOADING APPOINTMENTS AND RESPONSIBILITIES, INCLUDING FREE TIME ALLOWANCE AND DETENTION CHARGES FOR TRUCK DELIVERIES

A Appointments.

- 1 Unloading Appointments. ASCS requests truck companies to give a 24-hour notice of arrival to consignees. Generally, a trucking company, without additional charge, often prearranges schedules for arrival of vehicles for unloading at consignee's premises. To do so benefits both truckers and receivers, although a trucking firm has no obligation to make these appointments.

Generally, if a trucker (a) arrives without an unloading appointment, (b) calls for an unloading appointment less than 24 hours in advance of delivery, or (c) is late for an appointment, the consignee should make every attempt to unload the trailer promptly. Trucking companies will generally work with consignees in situations such as these, but as far as amount of time allowed to unload, the trucker's tariff detention rules govern. If trailers are not unloaded timely, detention may result.

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If the carrier fails to notify the consignee at least 24 hours in advance of delivery, the consignee may not be liable for detention charges.

Some unloading facilities do not give appointments. These facilities should be aware that the trucker's free time begins to run when the trailer arrives at the facility. If not unloaded timely, detention may result.

- 2 Time to Make Appointments. When a trucker or shipper calls to make an *unloading appointment*, the consignee has a "reasonable" time to arrange an unloading appointment. What is considered "reasonable" is at the trucker's option or by mutual agreement between the trucker and consignee. This should be discussed with the trucker when the call is received by the consignee.

If an *unloading appointment* cannot be made, due to the consignee's inability to timely receive the freight, the trucker has the authority to place the shipment in storage. The trucker shall be liable solely as a warehouseman after the expiration of free time allowed by tariffs or contract terms and *conditions of the Bill of Lading*. Property not removed by the consignee within the free time allowed may be kept in the trailer, warehouse, or place of business of the trucker, subject to tariff charges for storage, alternatively at the option of the trucker, or such property may be removed to and stored in a public or licensed warehouse at the point of delivery or at another available point, or returned to origin of shipment, at the owners' cost and held without liability on the part of the trucker, subject to a lien against the commodity for all freight and other lawful charges, including a reasonable charge for storage.

To paraphrase, if the trucker is unable to unload or deliver the product, the trucker has the right and obligation to protect the product by placing it in storage, if necessary. The time the driver is allowed to do so is at the trucker's option, but is generally only done as a last resort. As with making appointments, tariff rules set out the amount of time a carrier will allow to elapse before exercising this option. If the carrier has no tariff rules established to cover its inability to deliver for whatever reason, "reasonable" time frames govern.

Notification policy for disputes between carriers or shippers and consignees that cannot be resolved by the State Agency should be as follows:

Carrier or shipper notifies KCCO and KCCO attempts to resolve the issue with the State. If the issue cannot be resolved, KCCO will refer the matter to the Regional Office for resolution.

On FOB origin purchases, KCCO is responsible for routing shipments. On FOB destination purchases, the shipper is responsible for delivering product. If any trucker arrives without making an unloading appointment, or does not Give 24-hour notice of arrival to consignees, contact the State Distributing Agency. The State Distributing Agency will contact the FNS Regional office. If the shipment is an FOB origin purchase, they will in turn contact the Traffic Management Division, KCCO, who will first attempt to let the trucker know the importance of making an appointment. If the trucker is not responsive, the agency will discontinue use of the trucking firm. If the appointment is an FOB destination purchase, they will in turn contact the Domestic Programs Division, or Dairy Division, KCCO, by contacting the Marketing Specialist listed on the forwarding notice, who will in turn contact the shipper in an attempt to prevent recurrence of the situation.

B Unloading Responsibilities.

- 1 Palletized Loads. Consignees are liable for the unloading of palletized loads even if they do not have the proper equipment to handle the pallets. Damage must be removed and disposed of by the consignee.

If a consignee requests a driver to (a) re-stack product onto pallets, or (b) perform any other service in relation to unloading, the consignee should be aware that the carrier will normally charge for the service requested, and that the consignee will be responsible for any re-stacking/unloading charges.

- 2 Non-Palletized Loads. The driver is responsible for unloading to the tailgate on non-palletized shipments. However, if the driver and consignee agree, the driver may palletize within the truck for removal by forklift to the warehouse.

If a consignee requires a driver to re-stack product onto pallets, or if the driver and consignee agree to this, the consignee should be aware that the carrier may charge for this service, and that the consignee may be responsible for any re-stacking/unloading charges.(XIII)

C Free Time Allowance and Detention Char. The Department will allow the following free time for unloading trucks, piggybacks, and pool cars at intermediate and final destinations:

Non palletized loads -- up to 6 hours.

Palletized loads -- up to 2 hours.

Full and split loads will be allowed the same free time. Exceptions for additional free time may be made by the Department. This free time allowance is computed from the time of arrival or time of scheduled unloading, whichever is later. Allowance for lunch is not normally allowed. In the event the carrier should allow less time than the free time established herein, the Department will pay the difference. Charges for detention of trucks, piggybacks or pool cars beyond the free time allowed by the Department will be for the account of the consignee. It is expected that the carrier will notify the consignee at least 24 hours prior to delivery.

Bills for detention charges on truck shipments, when a carrier allows less free time than established by the Department, should be sent directly to the Freight Settlement Branch, Traffic Management Division, KCCO.

KCCO will review the bill and pay the appropriate detention charges. KCCO will file claims through the appropriate FNS Regional Office for those detention charges beyond the free time allowed by the Department. These charges are for the account of the consignee.

Detention charges incurred by the consignee for taking more time to unload than the Department allows are the consignee's responsibility to pay. Charges may be due if the shipment arrives without advance notification.

D Detention Records. Records maintained by the consignee should include but not be limited to:

- 1 Commodity.
- 2 Delivery Order number, Contract number, N\D number.
- 3 Name of Trucker.

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- 4 Identification of vehicle tendered for unloading (truck or trailer number; if not numbered, the license plate number).
- 5 Date and time of truck driver's notification of the arrival of the vehicle for unloading.
- 6 Date and time unloading began.
- 7 Date and time the unloading was completed.
- 8 Date and time vehicle was released for departure by the consignee.
- 9 Total gross weight of freight unloaded.
- 10 Date and time agreed upon for arrival of the truck if shipment made under a prearranged schedule.

- E Pallet Exchange. Arrangements should be made in advance if a pallet exchange is requested. In those instances, the consignee must make arrangements with the carrier or shipper on a method for exchanging pallets.

XIV UNLOADING APPOINTMENTS AND RESPONSIBILITIES, INCLUDING FREE TIME ALLOWANCES AND DETENTION CHARGES FOR PIGGYBACK DELIVERIES

- A Description. Piggyback shipments, when delivered, may appear to the consignee to be a truck delivery. Both are trailers backing up to the dock to be unloaded; however, there are differences between truck and piggyback deliveries. A piggyback shipment is given to a company that is known as a third party agent rather than a trucking company. This agent arranges for a local trucking firm to pick the trailer up from the shipper's facility, and deliver it to a railroad. (The term piggyback was initially a slang term. When a trailer is placed on a railroad flat car, the trailer is "piggybacked" onto the railcar.) The railroad delivers the flat car to an unloading ramp close to the ultimate consignee's location, where a local trucking firm, under prior arrangement with the third party agent, picks up the trailer, delivers it to the consignee, and then returns the empty trailer to the railroad.

Another type of piggyback shipment is referred to as an "over the-road" piggyback. On these shipments, the third party agent makes a determination, based upon knowledge of the transportation system, costs, and FNS delivery requirements, to deliver the load by truck.

- B Unloading Appointments and Time Restrictions.

- 1 Unloading Appointments. The agency requests that piggyback companies give a 24-hour notice of arrival to consignees. Generally, a piggyback company, without additional charge, prearranges schedules for arrival of vehicles for unloading at premises. To do so benefits both piggyback companies and consignees, although a piggyback firm has no obligation to make these appointments.

Notification policy for disputes between carriers or shippers and consignees that cannot be resolved by the State Agency should be as follows:

Carrier or shipper notifies KCCO and KCCO attempts to resolve the issue with the State. If the issue cannot be resolved, KCCO will refer the matter to the Regional Office for resolution.

Generally, if a piggyback driver (a) arrives without an unloading appointment, (b) calls for an unloading appointment less than 24 hours in advance of delivery, or (c) is late for an appointment, the consignee should make every attempt to unload the trailer promptly.

Piggyback companies will generally work with consignees in situations such as these, but as far as amount of time allowed to unload, the delivering trucker's schedule governs. If trailers are not unloaded timely, detention may result. If a piggyback company arrives without a delivery appointment, the consignee may not be liable for detention charges.

Some unloading facilities do not give appointments. These facilities should be aware that the trucker's free time begins to run when the trailer arrives at the facility. If not unloaded timely, detention may result.

2 Time to Make Appointments. The rules for piggyback shipments are the same as those for trucking companies.

When a trucker or shipper calls to make an unloading appointment, the consignee has a "reasonable" time to arrange an unloading appointment. What is considered "reasonable" is at the trucker's option or by mutual agreement between the trucker and consignee. This should be discussed with the trucker when the call is received by the consignee.

If an unloading appointment cannot be made, due to the consignee's inability to timely receive the freight, the trucker has the authority to place the shipment in storage. The trucker shall be liable solely as a warehouseman after the expiration of free time allowed by tariffs or contract terms and conditions of the Bill of Lading. Property not removed by the consignee within the free time allowed may be kept in the trailer, warehouse, or place of business of the trucker, subject to tariff charges for storage, alternatively at the option of the trucker, or such property may be removed to and stored in a public or licensed warehouse at the point of delivery or at another available point, or returned to origin of shipment, at the owners' cost and held without liability on the part of the trucker, subject to a lien against the commodity for all freight and other lawful charges, including a reasonable charge for storage.

To paraphrase, if the trucker is unable to unload or deliver the product, the trucker has the right and obligation to protect the product by placing it in storage, if necessary. The time the driver is allowed to do so is at the trucker's option, but is generally only done as a last resort. As with making appointments, tariff rules set out the amount of time a carrier will allow to elapse before exercising this option. If the carrier has no tariff rules established to cover its inability to deliver for whatever reason, "reasonable" time frames govern.

Notification policy for disputes between carriers or shippers and consignees that cannot be resolved by the State Agency should be as follows:

Carrier or shipper notifies KCCO and KCCO attempts to resolve the issue with the State. If the issue cannot be resolved, KCCO will refer the matter to the Regional Office for resolution.

On FOB origin purchases, KCCO is responsible for routing shipments. On FOB destination purchases, the shipper is responsible for delivering product. If any trucker arrives without making an unloading appointment, or does not give 24-hour notice of arrival to consignees, contact the State Distributing Agency. The State Distributing Agency will contact the FNS Regional Office. If the shipment is an FOB origin purchase, they will in turn contact the Traffic Management Division, KCCO, who will first attempt to let the trucker know the importance of making an appointment. If the trucker is not responsive, the agency will discontinue use of the trucking firm. If the appointment is an FOB destination purchase, they will in turn contact the Domestic Programs Division, or Dairy Division, KCCO,

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by contacting the Marketing Specialist listed on the forwarding notice, who will in turn contact the shipper in an attempt to prevent recurrence of the situation described in section XIII A 2, above.

C Unloading Responsibilities. Consignees are responsible to completely unload piggyback trailers. Damage must be removed and disposed of by the consignee.

If a consignee requests a driver to (1) re-stack product onto pallets, or (2) perform any other service in relation to unloading, the consignee should be aware that the piggyback company will normally charge for the service requested, and that the consignee will be responsible for any re-stacking/unloading charges.

D Free Time Allowance and Detention Charges. The Department will allow the following free time for unloading trucks, piggybacks, and pool cars at intermediate and final destinations:

Non palletized loads -- up to 6 hours.

Palletized loads -- up to 2 hours.

Full and split loads will be allowed the same free time. Exceptions for additional free time may be made by the Department. This free time allowance is computed from the time of arrival or time of scheduled unloading, whichever is later. Allowance for lunch is not normally allowed. In the event the carrier should allow less time than the free time established herein, the Department will pay the difference. Charges for detention of trucks, piggybacks or pool cars beyond the free time allowed by the Department will be for the account of the consignee. It is expected that the carrier will notify the consignee at least 24 hours prior to delivery.

Bills for detention charges on piggyback shipments, when a carrier allows less free time than established by the Department, should be sent directly to the Freight Settlement Branch, Traffic Management Division, KCCO.

KCCO will review the bill and pay the appropriate detention charges. KCCO will file claims through the appropriate FNS Regional Office for those detention charges beyond the free time allowed by the Department. These-charges are for the account of the consignee.

Detention charges incurred by the consignee for taking more time to unload than the Department allows are the consignee's responsibility to pay. Charges may be due if the shipment arrives without advance notification.

E Detention Records. The guidelines for detention records are the same as those for trucking companies.

Records maintained by the consignee should include but not be limited to:

- 1 Commodity.
- 2 Delivery Order number, Contract number, Notice to Deliver number.
- 3 Name of Trucker.
- 4 Identification of vehicle tendered for unloading (truck or trailer number; if not numbered, the license plate number).
- 5 Date and time of truck driver's notification of the arrival of the vehicle for unloading.
- 6 Date and time unloading began.
- 7 Date and time the unloading was completed.
- 8 Date and time vehicle was released for departure by the consignee.
- 9 Total gross weight of freight unloaded.

- 10 Date and time agreed upon for arrival of the truck if shipment made under a prearranged schedule.

XV UNLOADING APPOINTMENTS AND RESPONSIBILITIES, INCLUDING FREE
TIME ALLOWANCE AND DETENTION CHARGES FOR POOL CAR DELIVERIES

- A Description. Pool car shipments, when delivered, may appear to the consignee to be a truck delivery. Both are trailers backing up to the dock to be unloaded; however, there are differences between truck and pool car deliveries. A pool car shipment is loaded into a boxcar at origin. At a facility intermediate to the destination, the freight is transloaded into three trailers, where it is delivered to the consignee. The delivering company is a railroad, or its agent. Since a pool car shipment is handled from origin to destination by a railroad or railroads, railroad unloading rules govern.
- B Unloading Appointments and Time To Make Appointments. The rules for pool car shipments are the same as those for trucking companies:
- 1 Unloading Appointments. ASCS requests truck companies to give a 24-hour notice of arrival to consignees. Generally, a trucking company, without additional charge, often prearranges schedules for arrival of vehicles for unloading at consignee's premises. To do so benefits both truckers and receivers, although a trucking firm has no obligation to make these appointments.

Generally, if a trucker (a) arrives without an unloading appointment, (b) calls for an unloading appointment less than 24 hours in advance of delivery, or (c) is late for an appointment, the consignee should make every attempt to unload the trailer promptly. Trucking companies will generally work with consignees in situations such as these, but as far as amount of time allowed to unload, the trucker's tariff detention rules govern. If trailers are not unloaded timely, detention may result.

If the carrier fails to notify the consignee at least 24 hours in advance of delivery, the consignee may not be liable for detention charges.

Some unloading facilities do not give appointments. These facilities should be aware that the trucker's free time begins to run when the trailer arrives at the facility. If not unloaded timely, detention may result.

- 2 Time To Make Appointments. When a trucker or shipper calls to make an unloading appointment, the consignee has a "reasonable" time to arrange an unloading appointment. What is considered "reasonable" is at the trucker's option or by mutual agreement between the trucker and consignee. This should be discussed with the trucker when the call is received by the consignee.

If an unloading appointment cannot be made, due to the consignee's inability to timely receive the freight, the trucker has the authority to place the shipment in storage. The trucker shall be liable solely as a warehouseman after the expiration of free time allowed by tariffs or contract terms and conditions of the Bill of Lading. Property not removed by the consignee within the free time allowed may be kept in the trailer, warehouse, or place of business of the trucker, subject to tariff charges for storage, alternatively at the option of the trucker, or such property may be removed to and stored in a public or licensed warehouse at the point of delivery or at another available point, or returned to origin of shipment, at the owners' cost and held without liability on the part of the trucker, subject to a lien against the commodity for all freight and other lawful charges, including a reasonable charge for storage.

To paraphrase, if the trucker is unable to unload or deliver the product, the trucker has the right and obligation to protect the product by placing it in storage, if necessary. The time the driver is allowed to do so is at the trucker's option, but is generally only done as a last resort. As with making appointments, tariff rules set out the amount of time a carrier will allow to elapse before exercising this option. If the carrier has no tariff rules established to cover its inability to deliver for whatever reason, "reasonable" time frames govern.

Notification policy for disputes between carriers or shippers and consignees that cannot be resolved by the State Agency should be as follows:

Carrier or shipper notifies KCCO and KCCO attempts to resolve the issue with the State. If the issue cannot be resolved, KCCO will refer the matter to the Regional Office for resolution.

On FOB origin purchases, KCCO is responsible for routing shipments. On FOB destination purchases, the shipper is responsible for delivering product. If any trucker arrives without making an unloading appointment, or does not give 24-hour notice of arrival to consignees, contact the State Distributing Agency. The State Distributing Agency will contact the FNS Regional office. If the shipment is an FOB origin purchase, they will in turn contact the Traffic Management Division, KCCO, who will first attempt to let the trucker know the importance of making an appointment. If the trucker is not responsive, the agency will discontinue use of the trucking firm. If the appointment is an FOB destination purchase, they will in turn contact the Domestic Programs Division, or Dairy Division, KCCO, who will in turn contact the shipper in an attempt to prevent recurrence of the situation.

C Unloading Responsibilities. Consignees are responsible to completely unload pool car trailers. Damage must be removed and disposed of by the consignee.

If a consignee requests a driver to (1) re-stack product onto pallets, or (2) perform any other service in relation to unloading, the consignee should be aware that the railroad will normally charge for the service requested, and that the consignee will be responsible for any re-stacking/unloading charges.

D Free Time Allowance and Detention Charges. The Department will allow the following free time for unloading trucks, piggybacks, and pool cars at intermediate and final destinations:

Non palletized loads -- up to 6 hours.

Palletized loads -- up to 2 hours.

Full and split loads will be allowed the same free time. Exceptions for additional free time may be made by the Department. In the event the carrier should allow less time than the free time established herein, the Department will pay the difference. Charges for detention of trucks, piggybacks, or pool cars beyond the free time allowed by the Department will be for the account of the consignee. It is expected that the carrier will notify the consignee at least 24 hours prior to delivery.

Bills for detention charges on pool car shipments, when a carrier allows less free time than established by the USDA, should be sent directly to the Freight Settlement Branch, Traffic Management Division, KCCO.

KCCO will review the bill and pay the appropriate detention charges. KCCO will file claims through the appropriate FNS Regional Office for those detention charges beyond the free time allowed by the USDA. These charges are for the account of the consignee.

Detention charges incurred by the consignee for taking more time to unload than the USDA allows are the consignee's responsibility to pay.

- E Records. The guidelines for detention records are the same as those for trucking companies, described in section XIII D, above.
- F Pallet Exchange. Arrangements should be made in advance if a pallet exchange is requested. In those instances, the consignee must make arrangements with the carrier on a method for exchanging pallets.

RONALD J. V GEL
Acting Deputy Administrator for Special Nutrition Programs

DEFINITION OF TRANSPORTATION TERMS

- | | | |
|-----|-----------------|---|
| 1. | Consignee | The receiving facility to which commodities are shipped, sometimes referred to as the receiver. |
| 2. | Constructive | Holding of a car at a point other than the Placementdesignated unloading place inability of the consignee to accept the because of the car at the designated unloading place. |
| 3. | Delivery Order | A State order for a specific commodity designating quantity, delivery period and destination. Each order is identified by a three-part code which includes the Distributing Agent Number, the alpha code assigned to the delivery period requested and the sequential order number. |
| 4. | Demurrage | A penalty charge assessed by railroads for cars held by shippers or receivers of freight beyond a specified free time. |
| 5. | Detention | A penalty charge assessed by motor carriers or piggyback companies for detaining equipment beyond a specified free time. Mechanical detention occurs when rail cars are detained beyond a specified free time. |
| 6. | Drayage | Transporting freight by truck, primarily in local cartage. |
| 7. | Drayage Company | A company involved in drayage. |
| 8. | Damage | Material used to protect or support freight during transit. |
| 9. | Floor loaded | Includes anything not on pallets; that is, stacked on the floor or slip sheeted. |
| 10. | Free Time | The amount of time allowed by the carriers for the loading or unloading of freight before demurrage or detention charges begin to accrue. |
| 11. | Gross Weight | The weight of an article, together with the weight of its container and the material used for packing. |
| 12. | Lading | The freight which constitutes a load. |
| 13. | Net Weight | The weight of an article clear of packing and container. |
| 14. | Pallet | A small portable platform for holding material for storage or transportation. |
| 15. | Pallet Exchange | To trade pallets of equal quantity and quality for those delivered with shipment. |
| 16. | Palletize | Place commodity on a pallet. |
| 17. | Piggyback | The transportation of a trailer or container on railroad flat cars. |
| 18. | Pool Car | A rail car loaded, sent to a trans-load or break-bulk point, transferred into trucks |

- for final delivery, usually different destinations.
19. Seal
A device applied to freight car/motor vehicle door fastening. Shows that fastening where it's applied has not been tampered with between time of application and time of breaking seal.
20. Slip Sheet
Piece of cardboard used in place of a pallet to handle unitized commodity, floor loaded with a push/pull attachment.
21. Tariff
Printed price list by carrier showing transportation charges and services provided for these charges.
22. Tailgate
To move freight to the back end of the trailer for unloading.
23. Unitize
To band together and/or stretch or shrink wrap cartons, cases, or bag goods into a single unite and place on a pallet or platform for shipping.